

[Print - Close Window](#)Bidder:
Airgas USA, LLC

ProRFx ID: ITB01232300000008

Ended[HIDE LISTING DETAILS](#) ▲

Transaction Fee: [Yes](#)
 Format: Client Purchase
 ProRFx ID: **ITB01232300000008**
 Solicitation No: ITB# WRS/230165
 ProRFx Type: ITB: Supplies
 Listing Category: [12142100] Industrial use gases
 [12142104] Carbon dioxide gas CO2
 Bid Name: Liquid Carbon Dioxide Supply and De... [MORE](#) ▼

Scope of Work:

BACKGROUND 1. The City of Ocala requires the services of an experienced vendor to supply and deliver Commercial Grade (NSF grade) carbon dioxide for ph. stabilization, to the Water Treatment Plant #1. The requirements for this listing are outlined in the exhibits. PRICING AND AWARD 1. Bidder must bid on all line items. 2. The line item quantities a... [VIEW ALL](#)

Listing Image: [Pic_4121c322.PNG \(PNG, 5 KB\)](#)
 Listed By: **CITY OF OCALA**
 Industry Type: City and town managers' offices
 Listing Creator: [Contact information](#)
 Contact Name: Ms. Eileen Marquez
 Contact Email: emarquez@ocalafl.org
 Contact Phone: (352) 629-8362
 Ship to Location: 110 SE Watula Avenue
 Address1: 110 SE Watula Avenue
 Address2: CITY HALL
 City: Ocala State: FL Zip/Postal: 34471

Listing Class.: **ITB** Invitation To Bid
 Listing Start Date: 1/24/2023 11:46:31 AM EST
 Listing Ends After: End Date/Time reached
 Listing End Date: 3/3/2023 2:00:00 PM EST

Bid Closes: 3/3/2023 2:00:00 PM EST

Listing Status: **CLOSED** [Award Review](#)

IMPORTANT COMMENTS EXIST[View Answers & Comments](#)**IMPORTANT BID DOCUMENT(S)**

1. [Exhibit A - Scope of... MORE](#) ▼ (77.5 KB - PDF)

Formal Question Due By:

3/1/2023 @ 5:00 PM EST

Filter Off

Sort By: Price Low-High ▼

Compare

Airgas USA, LLC
 5249 Tampa West Blvd.
 Tampa, FL, 33634

Brian McHale
 Email: Brian.McHale@Airgas.com
 Work: +1(407)4029651

Vendor Bidding History:
 Bids - 3, Awards - 2

Vendor Bid

COMPLETE
 New

Price \$90,000.00

\$90,000.00

No Scoring Req.

REJECT
 FINALIST [?]
 BAFO [?]

Award Status

No Award
 Set Award Status

Compare

Viewing 



Lowest

INTERNAL INFO (not displayed to internet users) [SHOW](#) ▾

EXTERNAL INFO (displayed to all internet users) [SHOW](#) ▾

Previous Page **1** of 1 Next

 Filter Off

Sort By: Price Low-High ▾

 Compare

[Listing View](#)

[Vendor Questions](#) (1, 1)

Bid Details

 **Supplies - ITB**

Bidder: **Airgas USA, LLC**
 Submitted: **3/3/2023 12:53:25 PM**

1. Response Requirements

1.1. Contract Value

The ESTIMATED initial contract value is: \$ AS BID

***1.2. General Terms & Conditions**

One or more items in this section are required.

* By checking this box you have read and agree to abide by the City's Terms & Conditions.

[Click to open and read the General Terms and Conditions this transaction will be governed by.](#)

Enter your full name (Owner/Authorized Company Representative only):
 Brian McHale

1.3. Anti-Lobbying/Communication

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement and Contracting Department, Contracting Officer, or as provided in the protest policy located at: [Protest Policy](#)

Additionally, the City prohibits communications initiated by a proposer/bidder, agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

***** Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation >AND< will face a three (3) year debarment from doing any business with the City of Ocala. *****

1.4. Insurance

Click [HERE](#) to download the Standard Insurance Requirements for the City of Ocala

***1.5. Vendor Agreements**

One or more items in this section are required.

Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

Agrees to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.

Agrees to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).

Owner/Authorized Company Representative initials: BMC

Bidder Certification (Non-Construction):

By my submission of a bid response, and in accordance with your solicitation, I hereby submit this proposal and agree, if my proposal is accepted, to provide goods and services to the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements.

Owner/Authorized Company Representative initials: BMC

***1.6. SPECIAL CONDITIONS**

One or more items in this section are required.

CARE OF WORK:

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Ocala.

The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in manner satisfactory to the City of Ocala, any damage thereto caused by his operations.

All water and gas mains, all sewer and other pipes, and all conduits and other underground work of any nature, crossing or projecting into any trench or excavation and all appurtenances thereto, such as Cast Iron Valve Boxes, curb boxes, manhole casting, etc., shall be sufficiently and adequately shored and supported by timber and planking and protected by the Contractor from injury, and any damage or injury thereto shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

OFFER AND ACCEPTANCE:

Any submitted bid or proposal is your contractual, legally bound obligation in the absence of a written contract when said offer is accepted by the City. The City reserves the right to request modification of the Bidder's offer to more fully meet the needs of the City, and any further offer is binding upon the Bidder.

In case of default by the Bidder after acceptance by the City, the City may take action as it deems appropriate including legal action for damages or specific performance.

Owner/Authorized Company Representative Initials: BMC

ADA NEEDS:

Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

AWARDED CONTRACT FAILURE - BIDDING SUSPENSION

I understand and agree to the following:
Bidders who submit a bid to the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials: BMC

The City reserves the right to re-open bidding for a Best-and-Final offer.

POLLUTION LIABILITY:

Contractor shall purchase and maintain in force for the duration of the contract insurance for pollution legal liability applicable to bodily injury; property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.

Regarding projects: Vendor is required to provide coverage for up to three (3) years after the completion of a project.

BIDDER CONTRACTS:

Bidder contracts/agreements will not be accepted in most cases. If a contract is required, only City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

CLARIFICATIONS AND CORRECTIONS:

The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:

Bids or quotes received by the City pursuant to its solicitations are exempt from public disclosure until such time that the City provides notice of an intended decision or until thirty (30) days after opening the bids or quotes, whichever is earlier. If the City rejects all bids or quotes pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected bids or quotes remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A bid, quote, or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all bids, quotes, or replies.

ANY MATERIAL SUBMITTED IN RESPONSE TO THIS SOLICITATION WILL BECOME A PUBLIC RECORD PURSUANT TO CHAPTER 119, FLORIDA STATUTES. THIS INCLUDES MATERIAL WHICH THE RESPONDING BIDDER MAY CONSIDER TO BE CONFIDENTIAL, PROPRIETARY, OR A TRADE SECRET. ANY CLAIM OF CONFIDENTIALITY SHALL BE WAIVED UPON SUBMISSION, EFFECTIVE AFTER OPENING PURSUANT TO CHAPTER 119, FLORIDA STATUTES.

Owner/Authorized Company Representative initials:

CONTRACTOR'S EMPLOYEES:

The foreman, employees, mechanics and other employed by the Contractor shall be skilled in the work given to them to do. Any employee of the Contractor who may use profane or abusive language to the Engineer or any Inspector, or otherwise impede or embarrass him in the performance of his duties, or who obstructs the progress of the work, shall upon the request of the Engineer, be immediately discharged and not again employed without consent of the Engineer.

In doing any work contemplated by this contract, eight (8) hours shall constitute a legal day's work by any laborer or workman employed by said Contractor hereon.

CONFLICT OF INTEREST:

Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

CONTRACT LENGTH:

The term of any resulting contract will be for 2 year(s).

CONTRACT RENEWAL:

The resulting contract may be renewed for up to 1 times, with each renewal a 2 year term with the written consent of both parties.

DELAYS AND DAMAGES:

The Bidder agrees to make no claim for extra or additional costs attributable to any delays or inefficiencies in the performance of this contract occasioned by any act by the City except as provided in the agreement. The Bidder also agrees that any such delay or inefficiency shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

OWNER:

The Project has been designed for the City of Ocala ("Owner"), who may also be referred to in the Bid Documents as Project Manager, or the Engineer.

All work and material furnished under this contract shall be furnished under the direction of, and to the satisfaction and approval of the Owner. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest strictly with the Owner, and shall be based upon the stated requirements in the Bid and Contractor's Bid response. This power and authority shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone is responsible.

The Contractor warrants all materials, equipment, or supplies furnished and all work performed under this contract will be new, of specified quality, free from faults and defects, free from faulty design, and of

sufficient size and capacity and of proper materials to meet in all respects the requirements of the contract. The Contractor shall obtain for the benefit of the Owner all standard warranties of subcontractors, suppliers, and manufactures of all material, equipment or supplies manufactured, furnished or installed.

INSPECTION AND ACCEPTANCE:

All goods and/or services provided under the resulting agreement are subject to inspection and acceptance by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor immediately upon receipt of delivery.

LOCAL VENDOR PREFERENCE:

Preference in solicitations:

- * Applies to bids in excess of \$50,000.
- * Local vendor within 5% of low bid has the option to contract for 1% less than the low bid amount.
- * Any tie between local vendors will be settled with a best and final offer (BAFO) from each local vendor.
- * GRANT FUNDED PROJECTS DO NOT ALLOW LOCAL PREFERENCE.

Details of the Local Vendor Preference are available at: [Vendor Resources](#)

Every Bidder MUST select "Yes" or "No."

- YES, I am a local vendor. (If you selected Yes, you must also confirm the requirements below to receive local preference)
- NO, I am not a local vendor.

If you desire to receive local preference for this solicitation, you must confirm your business meets the following requirements:

- 1. Has its headquarters, manufacturing facility, home office, locally-owned franchise, or an operating branch physically located within Marion County, Florida;
- 2. Has been in operation in Marion County for a minimum of one year prior to the issuance of the city's formal bid solicitation; and
- 3. Before the issuance of the city's formal bid solicitation has paid commercial real property tax, paid/filed a tangible personal property tax form with Marion County; has received a City of Ocala Home Occupation Permit, or has received a City of Ocala business tax certificate.

Vendor will be required to submit a Local Vendor Preference Affidavit immediately upon notification from Procurement if the local preference will affect the outcome of this solicitation.

Local Vendor will be required to agree to a contract with the City in an amount 1% less than the low bid amount within two (2) business days of notification from City.

Owner/Authorized Company Representative initials:

PERFORMANCE EVALUATION:

At the end of the service period, the City may evaluate vendor performance. This evaluation will become public record.

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:

a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

REFERENCES:

References within the previous **three years** are preferred.

REFERENCE #1

Company Name:

Contact Person:

Phone Number:

Email Address:

Date of Service:

7/1/2021 to 6/30/2026

Contract Value:

\$100.00

Contract Details and/or Description:

no comments

REFERENCE #2

Company Name:

Live Parallel.com/Surterra

Contact Person:

Shane Weaver

Phone Number:

863-559-3937

Email Address:

rweaver@liveparallel.com

Date of Service:

9/1/2019

to

8/31/2024

Contract Value:

\$100.00

Contract Details and/or Description:

no comments

REQUESTED AND ADDITIONAL DOCUMENTS

Upload any requested and additional documents here:

Browse... Upload

City of Ocala... (DOCX, 49.3 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

REQUIRED LICENSES AND CERTIFICATIONS:

My firm and/or sub-contractors can comply with the license and certification requirements in the scope and/or this listing.

Vendor shall upload all licenses and/or certifications with their response and must submit required licenses and certifications immediately upon request from the City.

Owner/Authorized Company Representative initials: BMC

SAFETY AND ENVIRONMENTAL:

Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-401-3989, or cell 352-572-0414, and rdennis@ocalafl.org.

Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative initials: BMC

SOLICITATION DOCUMENTS:

The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: www.bidocala.com
ProRFx Florida: www.florida.prorfx.com

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

SUBCONTRACTORS AND DBE GOALS:

The bidder represents the subcontractors listed below are financially responsible and are qualified, insured, licensed, and certified to do the work required.

The bidder will endeavor to use DBE/MBE subcontractors whenever possible. For non-grant funded projects, City of Ocala's goal is 15% as a race-neutral DBE goal. FDOT funded projects have a race-neutral DBE goal of 10.65%. The Ocala International Airport's DBE goal is 12%. SunTran's goal is 10.65%. DBE firms can be located via this directory: Florida Department of Transportation DBE Directory.

No subcontractors will be utilized.

Our company will be utilizing more than two (2) subcontractors. Our list of subcontractors including percent of work is attached in the section labeled "REQUESTED AND ADDITIONAL DOCUMENTS." A fillable subcontractor list is available at: [Subcontractor List](#)

Bidder/Prime must perform a minimum of 30% of the work with their own forces unless specified differently in the Scope of Work.

NOTE: Bidder/Prime not providing an accurate, good faith estimate of subcontractor percent (%) of work may have their bid rejected.

SUBCONTRACTOR #1

Company Name:

Work Category:

City, State:

DBE MBE

Percent of Work: %

SUBCONTRACTOR #2

Company Name:

Work Category:

City, State:

DBE MBE

Percent of Work: %

DELAYS AND DAMAGES:
 The Bidder agrees to make no claim for extra or additional costs attributable to any delays or inefficiencies in the performance of this contract occasioned by any act by the City except as provided in the agreement. The Bidder also agrees that any such delay or inefficiency shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:
 Bids or quotes received by the City pursuant to its solicitations are exempt from public disclosure until such time that the City provides notice of an intended decision or until thirty (30) days after opening the bids or quotes, whichever is earlier. If the City rejects all bids or quotes pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected bids or quotes remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A bid, quote, or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all bids, quotes, or replies.

ANY MATERIAL SUBMITTED IN RESPONSE TO THIS SOLICITATION WILL BECOME A PUBLIC RECORD PURSUANT TO CHAPTER 119, FLORIDA STATUTES. THIS INCLUDES MATERIAL WHICH THE RESPONDING BIDDER MAY CONSIDER TO BE CONFIDENTIAL, PROPRIETARY, OR A TRADE SECRET. ANY CLAIM OF CONFIDENTIALITY SHALL BE WAIVED UPON SUBMISSION, EFFECTIVE AFTER OPENING PURSUANT TO CHAPTER 119, FLORIDA STATUTES.

Owner/Authorized Company Representative initials:

1.7. Electronic Bid Response

ELECTRONIC BID RESPONSE REQUIRED:

All bids/proposals **MUST be electronically submitted** by or before the due date under the appropriate solicitation/listing accessed online at: www.bidocala.com or www.prorfx.com

Bids/proposals **may not be submitted by any other means** other than as described above. The City will **NOT** accept bids/proposals sent by U.S. Mail, private couriers, fax or email.

1.8.1. BID PRICE

Item 1 of 1	
Qty Needed	150000
Unit of Measure	POUND
Type of Product	COMMERCIAL GRADE (NSF GRADE) CARBON DIOXIDE
MFG Name	----
MFG Part No	----
Description of what is needed	Submit your price per pound including delivery for commercial grade (NSF grade) carbon dioxide for pH stabilization.

Your Bid (Unit Price in \$)

Scope Of Work

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to supply and deliver Commercial Grade (NSF grade) carbon dioxide for ph. stabilization, to the Water Treatment Plant #1.

The requirements for this listing are outlined in the exhibits.

PRICING AND AWARD

1. Bidder must bid on all line items.
2. The line item quantities are estimated based upon past annual usage and should not be construed as guaranteed minimums.
3. The City will pay the Vendor only for the actual units that the Vendor delivers.
4. Award will be made to the lowest bidder meeting all requirements outlined herein.

Qty Needed	Unit of Measure	Type of Product	MFG Name	MFG Part No	Description of what is needed	Price (Interest Percent)	Price (Unit Cost in \$)	Price (Margin in \$)	Price (Margin in %)
150000	POUND	COMMERCIAL GRADE (NSF GRADE) CARBON DIOXIDE			Submit your price per pound including delivery for commercial grade (NSF grade) carbon dioxide for pH stabilization.		\$0.60		